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International Paper Company

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

AMBER MALDONADO, on behalf
of herself and others similarly
situated,

Plaintiff,

v.

INTERNATIONAL PAPER
COMPANY; and DOES 1 to 100,
inclusive,

Defendants.

Case No: 2:23-cv-02903-KJM-SCR

*[Previously known as San Joaquin
Superior Court Case No. STK-CV-UEO-
2023-11781]*

**STIPULATED PROTECTIVE
ORDER AS TO DISCOVERY ONLY;
[PROPOSED] ORDER**

Complaint Filed: November 8, 2023
FAC Filed: February 15, 2024
Trial Date: None Set

1 **1. INTRODUCTION**

2 1.1 Purposes And Limitations

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
7 enter the following Stipulated Protective Order. The parties acknowledge that this
8 Order does not confer blanket protections on all disclosures or responses to
9 discovery and that the protection it affords from public disclosure and use extends
10 only to the limited information or items that are entitled to confidential treatment
11 under applicable legal principles

12 1.2 Good Cause Statement

13 This action is likely to involve materials and information that International
14 Paper Company (“IP”) maintains as confidential, for which special protection from
15 public disclosure, and from use for any purpose other than prosecution of this
16 action, is warranted. IP may be producing documents to Plaintiff consisting of items
17 including, but not limited to, confidential business or financial information, trade
18 secrets, information regarding confidential business practices, confidential
19 research, development, or commercial information, information otherwise
20 generally unavailable to the public, or which may be privileged or otherwise
21 protected from disclosure under state or federal statutes, court rules, case law, or
22 under common law. IP has maintains that this information is confidential due to the
23 highly sensitive, proprietary nature of the information. IP’s competitors would gain
24 an improper and unfair advantage if such documents were made public. Such
25 documents may include information including but not limited to, customer
26 information, account notes, intellectual property, research, technical, commercial,
27 or financial information, business plans, business policies, training materials, and
28 other business-related information that is not generally available to the public. The

1 debt collection industry and consumer reporting agencies are highly competitive
2 and require the protection of confidential and sensitive consumer information.
3 Here, Plaintiff has alleged that he suffered harm that could result in production of
4 banking records, personal identity information, income tax returns (including
5 attached schedules and forms), W-2 forms and 1099 forms, and various
6 confidential and sensitive personnel and employment records.

7 Accordingly, for reasons which include expediting the flow of information,
8 facilitating the prompt resolution of disputes over the confidentiality of discovery
9 materials, protecting information the parties intend to keep confidential, ensuring
10 the parties are permitted to use of such material in preparation for and in the conduct
11 of trial if necessary, addressing the handling and disposal of such materials at the
12 end of the litigation, and serving the ends of justice, a protective order for such
13 information is justified in this matter. It is the intent of IP and Plaintiff Amber
14 Maldonado (the “Parties”) and their respective counsel that information will not be
15 designated as confidential for tactical reasons, and that nothing will be so
16 designated without a good faith belief that it has been maintained in a confidential,
17 non-public manner, and that there is good cause for excluding it from the public
18 record of this case.

19 1.3 Acknowledgment of Procedure for Filing Under Seal

20 The Parties further acknowledge, as set forth in Section 12.3 below, that this
21 Stipulated Protective Order does not entitle them to file confidential information
22 under seal; Civil Local Rule 141 sets forth the procedures that must be followed
23 and the standards that will be applied when a party seeks permission from the court
24 to file material under seal. There is a strong presumption that the public has a right
25 of access to judicial proceedings and records in civil cases. In connection with non-
26 dispositive motions, good cause must be shown to support a filing under seal. *See*
27 *Kamakana v. City and Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),
28 *Phillips ex rel. Ests. of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th

1 Cir. 2002), *Makar-Welbon v. Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis.
2 1999) (even stipulated protective orders require good cause showing), and a
3 specific showing of good cause or compelling reasons with proper evidentiary
4 support and legal justification must be made with respect to Protected Material that
5 a party seeks to file under seal. The Parties' mere designation of Disclosure or
6 Discovery Material as CONFIDENTIAL does not constitute good cause without
7 the submission of competent evidence by declaration, establishing that the material
8 sought to be filed under seal qualifies as confidential, privileged, or otherwise
9 protectable.

10 Further, if a party requests sealing related to any dispositive motions, briefs,
11 pleadings, deposition transcripts, and/or if other papers to be filed with the Court
12 incorporate documents or information subject to this Order, or trial, then the party
13 filing such papers shall designate such materials, or portions thereof, as
14 "Confidential," and show compelling reasons beyond mere good cause for the
15 sealing, and the relief sought shall be narrowly tailored to serve the specific interest
16 to be protected. *See Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir.
17 2010). For each item or type of information, document, or thing sought to be filed
18 or introduced under seal in connection with a dispositive motion or trial, the party
19 seeking protection must articulate compelling reasons, supported by specific facts
20 and legal justification, for the requested sealing order. As stated prior, competent
21 evidence supporting the application to file documents under seal must be provided
22 by declaration.

23 Any document that is not confidential, privileged, or otherwise protectable
24 in its entirety will not be filed under seal if the confidential portions of the
25 document can be redacted. If documents can be redacted, then a redacted version
26 for public viewing, omitting only the confidential, privileged, or otherwise
27 protectable portions of the document, shall be filed. Any application that seeks to

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1 file documents under seal in their entirety should include an explanation of why
2 redaction is not feasible.

3 **2. DEFINITIONS**

4 • Action: *Amber Maldonado v. International Paper Company (Case*
5 *No: 2:23-cv-02903-KJM-SCR)*.

6 • Challenging Party: a Party or Non-Party that challenges the
7 designation of information or items under this Order.

8 • “CONFIDENTIAL” Information or Items: information (regardless of
9 how it is generated, stored or maintained) or tangible things that qualify for
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
11 the Good Cause Statement.

12 • Counsel: Outside Counsel of Record and House Counsel (as well as
13 their support staff).

14 • Designating Party: a Party or Non-Party that designates information
15 or items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL.”

17 • Disclosure or Discovery Material: all items or information, regardless
18 of the medium or manner in which it is generated, stored, or maintained (including,
19 among other things, testimony, transcripts, and tangible things), that are produced
20 or generated in disclosures or responses to discovery in this matter.

21 • Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve
23 as an expert witness or as a consultant in this Action.

24 • Final Disposition: the later of (1) dismissal of all claims and defenses
25 in this Action, with or without prejudice; and (2) final judgment herein after the
26 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
27 this Action, including the time limits for filing any motions or applications for
28 extension of time pursuant to applicable law.

1 • In-House Counsel: attorneys who are employees of a party to this
2 Action. In-House Counsel does not include Outside Counsel of Record or any other
3 outside counsel.

4 • Non-Party: any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this action.

6 • Outside Counsel of Record: attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this Action and
8 have appeared in this Action on behalf of that party or are affiliated with a law firm
9 which has appeared on behalf of that party, and includes support staff.

10 • Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 • Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 • Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 • Protected Material: any Disclosure or Discovery Material and all
20 information derived therefrom (including, but not limited to, all testimony given in
21 a deposition, declaration or otherwise, that refers, reflects or otherwise discusses
22 any information designated “Confidential” that is designated as
23 “CONFIDENTIAL.”

24 • Receiving Party: a Party that receives Disclosure or Discovery
25 Material from a Producing Party.

26 **3. SCOPE**

27 The protections conferred by this Stipulation and Order cover not only
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial will be governed by the orders of the
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 **4. TRIAL AND DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order will remain in effect until a Designating Party agrees
9 otherwise in writing or a court order otherwise directs. Final disposition will be
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
11 with or without prejudice; and (2) final judgment herein after the completion and
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
13 including the time limits for filing any motions or applications for extension of time
14 pursuant to applicable law.

15 **5. DESIGNATING PROTECTED MATERIAL**

16 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

17 Each Party or Non-Party that designates information or items for protection
18 under this Order must take care to limit any such designation to specific material
19 that qualifies under the appropriate standards. The Designating Party must
20 designate for protection only those parts of material, documents, items, or oral or
21 written communications that qualify so that other portions of the material,
22 documents, items, or communications for which protection is not warranted are not
23 swept unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations
25 that are shown to be clearly unjustified or that have been made for an improper
26 purpose (e.g., to unnecessarily encumber the case development process or to
27 impose unnecessary expenses and burdens on other parties) may expose the
28 Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that
2 it designated for protection do not qualify for protection, that Designating Party
3 must promptly notify all other Parties that it is withdrawing the inapplicable
4 designation.

5 5.2 Manner and Timing of Designations.

6 Except as otherwise provided in this Order (see, e.g., second paragraph of
7 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
8 Discovery Material that qualifies for protection under this Order must be clearly so
9 designated before the material is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic
12 documents, but excluding transcripts of depositions or other pretrial or trial
13 proceedings), that the Producing Party affix at a minimum, the legend
14 "CONFIDENTIAL" to each page that contains protected material. If only a portion
15 or portions of the material on a page qualifies for protection, the Producing Party
16 also must clearly identify the protected portion(s) (e.g., by making appropriate
17 markings in the margins).

18 A Party or Non-Party that makes original documents available for inspection
19 need not designate them for protection until after the inspecting Party has indicated
20 which documents it would like copied and produced. During the inspection and
21 before the designation, all of the material made available for inspection will be
22 deemed "CONFIDENTIAL." After the inspecting Party has identified the
23 documents it wants copied and produced, the Producing Party must determine
24 which documents, or portions thereof, qualify for protection under this Order.
25 Then, before producing the specified documents, the Producing Party must affix
26 the "CONFIDENTIAL" legend to each page that contains Protected Material. If
27 only a portion or portions of the material on a page qualifies for protection, the

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1 Producing Party also must clearly identify the protected portion(s) (e.g., by making
2 appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identify the
4 Disclosure or Discovery Material on the record, before the close of the deposition
5 all protected testimony.

6 (c) for information produced in some form other than documentary and for
7 any other tangible items, that the Producing Party affix in a prominent place on the
8 exterior of the container or containers in which the information is stored the legend
9 “CONFIDENTIAL.” If only a portion or portions of the information warrants
10 protection, the Producing Party, to the extent practicable, will identify the protected
11 portion(s).

12 5.3 Inadvertent Failures to Designate.

13 If timely corrected, an inadvertent failure to designate qualified information
14 or items does not, standing alone, waive the Designating Party’s right to secure
15 protection under this Order for such material. Upon timely correction of a
16 designation, the Receiving Party must make reasonable efforts to assure that the
17 material is treated in accordance with the provisions of this Order.

18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 6.1 Timing of Challenges.

20 Any Party or Non-Party may challenge a designation of confidentiality at
21 any time that is consistent with the Court’s Scheduling Order.

22 6.2 Meet and Confer.

23 The Challenging Party will initiate the dispute resolution process (and, if
24 necessary, file a discovery motion) under Local Rule 25.

25 6.3 Burden of Persuasion.

26 The burden of persuasion in any such challenge proceeding will be on the
27 Designating Party. Frivolous challenges, and those made for an improper purpose
28 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may

1 expose the Challenging Party to sanctions. Unless the Designating Party has
 2 waived or withdrawn the confidentiality designation, all parties will continue to
 3 afford the material in question the level of protection to which it is entitled under
 4 the Producing Party's designation until the Court rules on the challenge.

5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 **7.1 Basic Principles.**

7 A Receiving Party may use Protected Material that is disclosed or produced
 8 by another Party or by a Non-Party in connection with this Action only for
 9 prosecuting, defending, or attempting to settle this Action. Protected Material shall
 10 not be used, directly or indirectly, by any person, for any business, commercial or
 11 competitive purposes or for any purpose whatsoever other than solely for the
 12 preparation for and trial of this action in accordance with the provisions of this
 13 Order. Such Protected Material may be disclosed only to the categories of persons
 14 and under the conditions described in this Order. When the Action has been
 15 terminated, a Receiving Party must comply with the provisions of section 13 below
 16 (FINAL DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a
 18 location and in a secure manner that ensures that access is limited to the persons
 19 authorized under this Order.

20 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.**

21 Unless otherwise ordered by the court or permitted in writing by the Designating
 22 Party, a Receiving Party may disclose any information or item designated
 23 "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
 25 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 26 to disclose the information for this Action;

27 (b) the officers, directors, and employees (including House Counsel) of the
 28 Receiving Party to whom disclosure is reasonably necessary for this Action;

1 (c) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the Court and its personnel;

5 (e) court reporters and their staff to whom disclosure is reasonably necessary
6 for this Action and who have signed the “Acknowledgment and Agreement to Be
7 Bound” (Exhibit A);

8 (f) professional jury or trial consultants, mock jurors, and Professional
9 Vendors to whom disclosure is reasonably necessary for this Action and who have
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the information or a
12 custodian or other person who otherwise possessed or knew the information;

13 (h) during their depositions, witnesses, and attorneys for witnesses, in the
14 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
15 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
16 will not be permitted to keep any confidential information unless they sign the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
18 agreed by the Designating Party or ordered by the court. Pages of transcribed
19 deposition testimony or exhibits to depositions that reveal Protected Material may
20 be separately bound by the court reporter and may not be disclosed to anyone
21 except as permitted under this Stipulated Protective Order; and

22 (i) any mediator or settlement officer, and their supporting personnel,
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
25 **PRODUCED IN OTHER LITIGATION**

26 If a Party is served with a subpoena or a court order issued in other litigation
27 that compels disclosure of any information or items designated in this Action as
28 “CONFIDENTIAL,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification will
2 include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to
4 issue in the other litigation that some or all of the material covered by the subpoena
5 or order is subject to this Protective Order. Such notification will include a copy of
6 this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued
8 by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served
10 with the subpoena or court order will not produce any information designated in
11 this action as “CONFIDENTIAL” before a determination by the court from which
12 the subpoena or order issued, unless the Party has obtained the Designating Party’s
13 permission. The Designating Party will bear the burden and expense of seeking
14 protection in that court of its confidential material and nothing in these provisions
15 should be construed as authorizing or encouraging a Receiving Party in this Action
16 to disobey a lawful directive from another court.

17 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
18 **PRODUCED IN THIS LITIGATION**

19 **9.1 Application.**

20 The terms of this Order are applicable to information produced by a Non-
21 Party in this Action and designated as “CONFIDENTIAL.” Such information
22 produced by Non-Parties in connection with this litigation is protected by the
23 remedies and relief provided by this Order. Nothing in these provisions should be
24 construed as prohibiting a Non-Party from seeking additional protections.

25 **9.2 Notification.**

26 In the event that a Party is required, by a valid discovery request, to produce
27 a Non-Party’s confidential information in its possession, and the Party is subject to

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1 an agreement with the Non-Party not to produce the Non-Party's confidential
2 information, then the Party will:

3 (a) promptly notify in writing the Requesting Party and the Non-Party that
4 some or all of the information requested is subject to a confidentiality agreement
5 with a Non-Party;

6 (b) promptly provide the Non-Party with a copy of the Stipulated Protective
7 Order in this Action, the relevant discovery request(s), and a reasonably specific
8 description of the information requested; and

9 (c) make the information requested available for inspection by the Non-
10 Party, if requested.

11 9.3 Conditions of Production.

12 If the Non-Party fails to seek a protective order from this court within 14
13 days of receiving the notice and accompanying information, the Receiving Party
14 may produce the Non-Party's confidential information responsive to the discovery
15 request. If the Non-Party timely seeks a protective order, the Receiving Party will
16 not produce any information in its possession or control that is subject to the
17 confidentiality agreement with the Non-Party before a determination by the court.
18 Absent a court order to the contrary, the Non-Party will bear the burden and
19 expense of seeking protection in this court of its Protected Material.

20 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has
22 disclosed Protected Material to any person or in any circumstance not authorized
23 under this Stipulated Protective Order, the Receiving Party must immediately (a)
24 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
25 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
26 the person or persons to whom unauthorized disclosures were made of all the terms
27 of this Order, and (d) request such person or persons to execute the

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1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
2 A.

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
4 **OTHERWISE PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other
7 protection, the obligations of the Receiving Parties are those set forth in Federal
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
9 whatever procedure may be established in an e-discovery order that provides for
10 production without prior privilege review. Pursuant to Federal Rule of Evidence
11 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
12 of a communication or information covered by the attorney-client privilege or work
13 product protection, the parties may incorporate their agreement in the stipulated
14 protective order submitted to the court.

15 **12. MISCELLANEOUS**

16 12.1 Right to Further Relief.

17 Nothing in this Order abridges the right of any person to seek its modification
18 by the Court in the future.

19 12.2 Right to Assert Other Objections.

20 By stipulating to the entry of this Protective Order no Party waives any right
21 it otherwise would have to object to disclosing or producing any information or
22 item on any ground not addressed in this Stipulated Protective Order. Similarly, no
23 Party waives any right to object on any ground to use in evidence of any of the
24 material covered by this Protective Order.

25 12.3 Filing Protected Material.

26 If a document for which sealing or redaction is sought relates to the record
27 on a motion to be decided by Judge Mueller, the request to seal or redact should be
28 directed to her and not the assigned Magistrate Judge. All requests to seal or redact

1 shall be governed by Local Rules 141 (sealing) and 140 (redaction); protective
2 orders covering the discovery phase shall not govern the filing of sealed or redacted
3 documents on the public docket.

4 Protected Material may only be filed under seal pursuant to a court order
5 authorizing the sealing of the specific Protected Material at issue. If a Party's
6 request to file Protected Material under seal is denied by the court, then the
7 Receiving Party may file the information in the public record unless otherwise
8 instructed by the court.

9 The court will only consider requests to seal or redact filed by the proponent
10 of sealing or redaction. This means that if a party plans to make a filing that includes
11 material an opposing party has identified as confidential and potentially subject to
12 sealing, the filing party shall provide the opposing party with sufficient notice in
13 advance of filing to allow for the opposing party to seek an order of sealing or
14 redaction from the court.

15 12.4 Not Evidence.

16 Neither the entry of this Order, nor the designation of any information,
17 document, or the like as “Confidential,” nor the failure to make such designation,
18 shall constitute evidence with respect to any issue in this action.

19 **13. FINAL DISPOSITION**

20 After the final disposition of this Action, as defined in paragraph 4, within
21 60 days, each Receiving Party must return all Protected Material to the Producing
22 Party. As used in this subdivision, “all Protected Material” includes all copies,
23 abstracts, compilations, summaries, and any other format reproducing or capturing
24 any of the Protected Material. The Receiving Party must submit a written
25 certification to the Producing Party (and, if not the same person or entity, to the
26 Designating Party) by the 60 day deadline that (1) identifies (by category, where
27 appropriate) all the Protected Material that was returned and (2) affirms that the
28 Receiving Party has not retained any copies, abstracts, compilations, summaries or

any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. VIOLATION

Any willful violation of this Order may be punished by civil or criminal contempt proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: August 21, 2024

Respectfully submitted,

FISHER & PHILLIPS LLP

By: /s/ Christopher M. Champine

Danielle Hultenius Moore

Aaron F. Olsen

Christopher M. Champine

Attorneys for Defendant

International Paper Company

Dated: August 21, 2024

LAVI & EBRAHIMIAN, LLP

By: /s/ Win Pham

Vincent C. Granberry

Cassandra Ariana Castro

Win Pham

Attorneys for Plaintiff

Amber Maldonado

ATTESTATION REGARDING ELECTRONIC SIGNATURES

I, Christopher M. Champine, attest that all other signatories to this document, on whose behalf this filing is submitted, concur in the filing's content and have authorized this filing. I declare under penalty of perjury, under the laws of the United States of America and the State of California, that the foregoing is true and correct.

/s/ Christopher M. Champine
Christopher M. Champine

[PROPOSED] ORDER

GOOD CAUSE APPEARING, I hereby approve this Stipulation and
Protective Order

DATED: August 26, 2024



SEAN C. RIORDAN
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS

I hereby acknowledge that I, _____
[NAME], _____ [POSITION AND
EMPLOYER], am about to receive Confidential Materials and/or Highly
Confidential-Attorneys' Eyes Only Materials supplied in connection with the
Proceeding, Case No.: Case No. 2:23-cv-02903-KJM-SCR, I certify that I
understand that the Confidential Materials and/or Highly Confidential-Attorneys'
Eyes Only Materials are provided to me subject to the terms and restrictions of
the Stipulation and Protective Order filed in this Proceeding. I have been given a
copy of the Stipulation and Protective Order; I have read it, and I agree to be
bound by its terms.

I understand that the Confidential Materials and Highly Confidential-
Attorneys' Eyes Only Materials, as defined in the Stipulation and Protective
Order, including any notes or other records that may be made regarding any such
materials, shall not be Disclosed to anyone except as expressly permitted by the
Stipulation and Protective Order. I will not copy or use, except solely for the
purposes of this Proceeding, any Confidential Materials or Highly Confidential-
Attorneys' Eyes Only Materials obtained pursuant to this Stipulation and
Protective Order, except as provided therein or otherwise ordered by the Court in
the Proceeding.

I further understand that I am to retain all copies of all Confidential
Materials and Highly Confidential-Attorneys' Eyes Only Materials provided to
me in the Proceeding in a secure manner, and that all copies of such materials are
to remain in my personal custody until termination of my participation in this
Proceeding, whereupon the copies of such materials will be returned to counsel
who provided me with such materials.

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1 I declare under penalty of perjury, under the laws of the State of California,
2 that the foregoing is true and correct. Executed this _____ day of
3 _____, 20__, at _____,
4

5 DATED: _____

BY: _____

Signature

Title

Address

City, State, Zip

Telephone Number